

Mayor & Council of Berlin

10 William Street, Berlin, Maryland 21811 Phone 410-641-2770 Fax 410-641-2316 www.berlinmd.gov



Mayor Wm. Gee Williams, III

Vice President Elroy Brittingham, Sr.

Council Members
Dean Burrell, Sr.
Lisa Hall

Paula Lynch Troy Purnell

Town Attorney
David Gaskill

Town Administrator Anthony J. Carson, Jr.

BERLIN, MARYLAND

MAYOR AND COUNCIL MEETING

MONDAY, JULY 25, 2011

COUNCIL CHAMBERS – BERLIN TOWN HALL 10 WILLIAM STREET BERLIN, MD 21811

EXECUTIVE SESSION	6:00 PM
REGULAR SESSION	7:00 PM

Anyone having questions about the meetings mentioned above or needing special accommodations should contact Tony Carson, Town Administrator at (410) 641-4144

TTY users dial 7-1-1 in the State of Maryland

TTY users outside Maryland dial 1-800-735-2258

MAYOR AND COUNCIL OF BERLIN, MARYLAND Regular Session Council Minutes Monday, July 11, 2011

The meeting of the Mayor and Council for Monday, July 11, 2011 was called to order by Mayor Williams at approximately 7:17 p.m. Council members Lynch, Purnell, Brittingham and Burrell were present, as well as Planning and Zoning Director Chuck Ward, Administrative Assistant Sharon Timmons, Human Resources Director Jeff Fleetwood, Economic and Community Development Director Michael Day, Finance Director Lynn Musgrave, Public Works Director Mike Gibbons, Police Chief Arnold Downing, Town Attorney David Gaskill, Deputy Town Administrator Mary Bohlen and Water Resources Director Jane Kreiter. Town Administrator Tony Carson, Electric Utility Director Tim Lawrence and Councilmember Hall were absent.

Following the recitation of the Lord's Prayer and the Pledge of Allegiance, Mayor Williams asked for approval of the Regular Session minutes of June 27, 2011. Councilmember Lynch made a motion to approve and council voted to approve 4-0 with Councilmember Hall absent.

Ms. Stephanie Gordy, Carolyn Cordial and Teresa Fields of Worcester Youth and Family Counseling gave an update on the Summer Camp Program. Ms. Gordy stated that 27 children had registered for the summer program and explained the activities of a typical day. Ms. Gordy explained the various field trips and activities that had or would be taking place.

Water Resources Director Jane Kreiter explained the request for the motion to approve the purchase of the Linear Low Density Polyethelene Geomembrane Liner for the new Spray site. Ms. Kreiter stated that Chesapeake Containment Systems was the low bidder at \$199,145.80. Vice President Brittingham made a motion to approve the contract with Chesapeake Containment Systems for \$199,145.80 and council voted to approve 4-0 with Councilmember Hall absent.

Departmental reports began with Finance Director Lynn Musgrave reporting that the auditors would be here for the preliminary audit August 31st and September 1st with field work to be done September 12th through the 16th. Councilmember Burrell requested that Ms. Musgrave report back on the preliminary work done by the auditors. Ms. Musgrave reported that the insurance fund bank account covered just shy of \$26,000 and Councilmember Lynch requested the numbers for the fund for this year.

Public Works Director Mike Gibbons that they were working with the Electric department to move poles for the upcoming sidewalk work which would start mid-August. The work on Washington Street would start after Labor Day.

Water Resources Director Jane Kreiter reported that the new offices were complete at the Treatment Plant and they were moving in.

Police Chief Arnold Downing reported on a successful Bathtub Race event and that State Highway would be painting lines on Main Street this evening.

Planning and Zoning Director Chuck Ward reported that his department was very busy with code enforcement issues and visibility issues throughout town. He stated that his department was working very closely with the developer on the Cottages at Berlin project and that the next Planning and Zoning meeting would be held on July 13th

Economic and Community Development Director Michael Day thanked the Police department for their assistance with crowd control with the Bathtub Races and that the Sunday Concert on the Lawn had an attendance of 250

people. He spoke of a training seminar to be held on July 20th. Mr. Day stated that Berlin's Wastewater Treatment Plant, Farmer's Market and Burley Oak Brewery would be featured on WBOC's Destination Delmarva on July 13th. Discussion continued on the billboard located on Route 50 near Whaleyville.

Deputy Town Administrator Mary Bohlen requested approval of 9 purchase orders (201200023, 201200024, 201200026, 201200031, 201200029, 201200069, 201200071, 201200072 and 201200081). Councilmember Burrell made a motion to approve all 9 purchase orders and council voted unanimously to approve 4-0 with 1 absent.

Mayor Williams indicated that there would be a work session on July 18th at 6:00 p.m. to discuss property maintenance issues regarding rentals. Councilmember Lynch suggested that the council receive a list of persons who currently have licenses to rent properties.

Mayor Williams asked for questions from the council. Vice President Brittingham asked Mr. Gibbons to investigate the sidewalks on Flower and Branch streets regarding grass growing in the curbing and also check a manhole at the end of Branch and Flower Streets for weeds. Councilmember Burrell inquired about a new water meter at the end of Flower Street which seemed to be leaking.

Mayor Williams asked for comments from the public. Mr. Jim Hoppa inquired about the status of the pedestrian bridge at the end of Ann Court which had displaced during the last rain storm.

Mayor Williams asked for questions from the press, there being none, Councilmember Burrell made a motion to adjourn and the meeting ended at 8:22 p.m.

Respectfully submitted,

Sharon Timmons

Administrative Assistant

BERLIN MAYOR AND COUNCIL PROPERTY MAINTENANCE/RENTAL INSPECTION PROGRAM WORKSESSION MINUTES JULY 18, 2011

The Property Maintenance/Rental Inspection Program Work session of the Berlin Mayor and Council was called to order by Mayor Williams at 6:11 p.m. In attendance were Councilmembers Elroy Brittingham, Dean Burrell, Lisa Hall and Troy Purnell. Also in attendance were Town Administrator Tony Carson, Economic and Community Development Director Michael Day, Planning and Zoning Director Chuck Ward, Town Attorney David Gaskill, Administrative Assistant Sharon Timmons and Planning and Zoning Commission Attorney Mark Tilghman. Councilmember Lynch arrived late to the meeting.

The purpose of the Work session was to discuss property maintenance and rental issues on poorly maintained properties throughout town, complaints on rental properties, identification of these areas and types of problems and to recommend legal ways to minimize and eliminate these problems. Councilmember Lynch arrived at 6:14 p.m.

Planning and Zoning Director Chuck Ward stated that it is now illegal to convert a single family home to a multifamily use in the R1 and R2 districts. He continued in reporting that the main issue is the lack of maintenance of the exterior of the properties. Discussion continued regarding livability inspections. Mayor Williams questioned what measures could be taken against owners who do not keep the properties maintained and was there a legal discretion between single family and multifamily dwellings.

Mark Tilghman, Attorney for the Town of Berlin's Planning and Zoning Commission stated that if the Town were to set up a landlord licensing program, they could apply standards to the granting of a license to the property owner contingent on inspections. Discussion continued on the subject of business licenses, inspection programs and the regulations associated with multifamily properties.

Discussion continued on parking issues at the multifamily dwellings and if standards could be established for driveways. Mayor Williams inquired if more stringent standards could legally be established for multifamily dwellings than by means of a rental inspection program being implemented. Town Administrator Tony Carson recommended an amendment to the existing code addressing parking issues by means of an ordinance which would allow the Town to enforce by inspection.

Mr. Ward stated that a licensing requirement could be implemented that would require any legal, non-conforming rental unit to comply with all current property maintenance codes. Some of issues discussed were driveways, junk vehicles and exterior maintenance. Councilmember Hall stated that the main question was "How do we legally address the handful of problem properties with minimal impact on those persons who do take care of their rentals"?

Mr. Tilghman suggested staff compile a collective list of problems and inventory of the rental properties. Mayor Williams stated that the Town needed to create a set of standards that applies to all residences and also how to handle unoccupied residences. A recommendation was made to set up a licensing and registration system. Language should be included to address increased standards, where applicable, time limits for compliance, enforcement options and associated fees.

Mayor Williams requested that Mr. Ward, Mr. Gaskill and Mr. Tilghman to draft a rental housing and licensing program for the Mayor and Council to review that would cover multifamily dwellings in all districts stating actions that could be taken and in what sequence and establish timelines. The next work session would be held on Monday, August 15th at 6:00 p.m. Councilmember Lynch suggested that they would need a better inventory of the rental properties sorted by last name first.

Mayor Williams closed the Worksession at 7:47 p.m.

Respectfully submitted,

Sharon Timmons

Administrative Assistant

ORDINANCE 2011-05

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, A MUNICIPAL CORPORATION OF THE STATE OF MARYLAND

NOW, THEREFORE, BE IT ORDAINED AND ENACTED that the Mayor and Council of Berlin will sell, by means of listing on the GOV DEALS online public auction site, or otherwise dispose of the following property pursuant to Section C13-1 of the Charter;

1999 Dodge Grand Voyager Minivan VIN# 2B4GP24G9XR213524

The Mayor and Council have determined that the property is no longer needed for public use and by law will be disposed of pursuant to State Law.

COUNCIL OF THE TOWN	AY OF, 2011 BY THE MAYOR AND OF BERLIN BY AFFIRMATIVE VOTE OF TOABSTAINING.
	Wm. Gee Williams, III, Mayor
APPROVED THIS DA	AY OF, 2011
	Elroy Brittingham, Sr., VP Council
ATTEST:	Anthony J. Carson, Jr. Town Administrator

TOWN OF BERLIN PUBLIC WORKS AGREEMENT

THIS PUBLIC WORKS AGREEMENT ("Agreement") made and executed thisday
of 20, by and between the Mayor and Council of Berlin Maryland, a municipal
corporation of the State of Maryland, (hereinafter "Town") and Windy Wayform, Inc. a
(corporation / limited liability company / partnership / limited
partnership / sole proprietorship) (hereinafter "Developer").
RECITALS
WHEREAS, Developer is the owner of the property located on Map 300 Parcel 1226
situated in the Town of Berlin, Worcester County, Maryland (hereinafter "Subject Property");
and .
WHBREAS, the Subject Property is proposed to be developed into a PUP-Pernell Crossing South, as set forth on the construction plans for Purnell Crossing South dated 2014, and prepared by TW Solm, registered engineers and/or surveyors, which
have been reviewed by the Town Engineer and Town Staff and approved by the Mayor and
Council, (hereinaster "Construction Plans"). The Construction Plans and site plans together with
all subsequent amendments and revisions thereto duly approved by all proper governmental
authorities are attached hereto and made a part hereof as Exhibit A; and
WHEREAS, the Developer and Town have also agreed that other off-site work and
improvements will be required of the Developer in connection with development of the Subject
Property. The terms and requirements of any such off-site work are set forth in Exhibit B; and

WHEREAS, all work shall be performed in accordance with the documents contained in Exhibit A, and, if additional off-site work is also required, Exhibit B, and shall include:

R

A. The construction of roadway systems, storm water systems, curbs, gutters, sidewalks, street lights, water mains, water services, pump stations, force mains, sewer mains, sewer laterals and other related work (hereinafter "Improvements") in accordance with the Town's specifications contained in the document titled "Town of Berlin, Maryland Construction Standards and Specifications for Water, Sewer and Streets," latest edition (hereinafter "Town Standards"); and

WHEREAS, prior to plat recordation, and subject to the other provisions herein, the Developer will provide the Town with an acceptable performance, payment and guarantee bond or irrevocable letter of credit, or other satisfactory form of financial guarantee to ensure completion of the Improvements and other obligations herein described. The required bonds may be submitted based on phased development; and

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, which all parties to this Agreement recognize as sufficient consideration, the parties covenant and agree as follows:

I. RESPONSIBILITIES SPECIFIC TO PORTIONS OF THE WORK.

A. DEVELOPER SHALL:

 Secure a performance bond naming the Town as payce in the amount of 150% of the contractor's construction estimate. The performance bond shall

- be approved by the Mayor and Council subject to review recommendation of the Town Engineer and Town Staff.
- Secure a payment bond naming the Town as payee in the amount of 100% of the contractor's labor cost estimate. The payment bond shall be approved by the Mayor and Council subject to review and recommendation of the Town Engineer and Town Staff.
- 3. Pay to the Town, and prior to any construction, a construction inspection fee for the approved Improvements (hereinafter "Fee"). This Fee shall be used by the Town to reimburse it for all engineering and construction administration costs including, but not limited to, reviewing shop drawings and construction documents, performing construction inspections, and the testing and administration of the construction of the Improvements. amount of the Fee shall be estimated by the Town and paid into an escrow account established by the Town. If the Town determines that the amount of the Fee paid by the Developer is insufficient to pay all of the Town's expenses the Developer shall pay additional amounts as required by the Town. The Town shall return to the Developer any unused amounts of the Fee no later than the end date of the two year guarantee bond required by Section II. B. of this Agreement.
- 4. Complete construction of all Improvements required under this Agreement on or before November/5 20/1
- 5. Secure and record in the Land Records all required easements, rights of way, land dedications, etc., prior to execution of this Agreement.

- Comply with all of the general responsibilities of Developer described in Paragraph II of this Agreement.
- 7 Prepare as-built surveys of roads, storm water management, water and sewer systems.
- 8. If development on the Subject Property has been previously approved but not completed prior to the complete execution of this Agreement, apply for and receive a water and sewer allocation for any subsequent uncompleted phase pursuant to the Town's Allocation Ordinance prior to commencing any uncompleted phase.

B. TOWN MAY:

Upon acceptance by the Town of the (1) Improvements, (2) approved as-built drawings, and (3) a two year guarantee bond to cover the required Improvements (as required by Paragraph II.E of this Agreement), surrender appropriate portions of the original performance and payment bonds. The original amount of the performance and payment bonds may be reduced from time to time as entire phases, including Improvements, of the development on the Subject Property are completed, and are recommended for approval by the Town's Engineer and approved by Town.

- II. <u>DEVELOPER'S GENERAL RESPONSIBILITIES</u>. In addition to the specific responsibilities contained herein, the DEVELOPER SHALL have the following additional responsibilities.
- A. Where applicable, prepare and record Subdivision Plats and/or Covenants and Restrictions as required by Town Code. The owners of the Subject Property shall be

responsible for repair and maintenance of all onsite public or private open space, including but not limited to stormwater management systems, piping, swales, landscaping, etc. that are not located on property owned or dedicated to the Town.

- B. The Developer agrees that construction on the Subject Property shall not commence until the Town gives written authorization to the Developer. Prior to starting construction work, Developer shall have:
- 1. Caused the contractor to furnish certificates of insurance naming the Town as an additional insured under terms and dollar limits established by the Town;
- 2. Conducted one or more pre-construction meetings, as may be required by the Town and which are attended by the Town Engineer, Town Staff and relevant agencies and utilities; and
- 3. Caused its contractor to have obtained proper permits from all appropriate agencies and notified the Miss Utility program.
- C. Provide all testing to assure, as necessary, that construction is consistent with approved Construction Plans and the Town Standards.
- D. Cooperate with the Town Engineer and Town Staff in accordance with any stop work order issued by the Town for unacceptable work conducted by the Developer or its contractor.
- E. Provide to the Town a two year guarantee bond in the amount of 10% of the approved construction cost estimate for all Improvements, with the term of such bond to commence upon acceptance by the Town of the dedicated Improvements.
- F. Secure all necessary permits from the Town and other applicable agencies, including but not limited to the Maryland Department of the Environment, Maryland

Department of Natural Resources, Critical Area Commission, State Highway Administration, Worcester County Department of Development Review and Permitting, Worcester County Fire Marshal, and the Worcester Soil Conservation District.

- G. Permit the Town Engineer and Town Staff to: (1) inspect any Improvements to be dedicated to the Town; and (2) provide guidance and/or recommendations to the Developer and its contractor regarding construction materials, construction equipment and method of construction in order to assure such work is performed in compliance with the Town Standards and the approved Construction Plans.
- H. Should there be a significant change to the anticipated construction cost, the Developer and its contractor shall submit revised estimates and justification to the Town and Town Engineer for review and modification of any Bonds if required by the Town.
- I. Following completion of construction, or earlier if required by the Town Standards, the Developer shall be responsible for submission of as-built drawings of all Improvements to ensure compliance with approved Construction Plans. The as-builts shall also show the location of all non-Town utilities such as, but not limited to, electric, gas and all communication lines. The as-built drawings must be sealed by a professional land surveyor, properly line surveyor or engineer registered in Maryland. Performance and payment bonds will not be released until these as-builts are submitted to and accepted by the Town.
- J. Dedicate to the Town all Improvements located on property owned by or dedicated to the Town by easement and/or Record Plat.
- III. <u>TOWN'S GENERAL RESPONSIBILITIES</u>. In addition to the specific responsibilities described in Section I, the TOWN SHALL:

- A. Provide Developer's design engineers with Town Standards upon payment of any and all fees therefor:
- B. Review and accept or present exception to any changes required to plans for work covered by this Agreement within a reasonable time period; and
- C. Provide municipal services to the Subject Property after final acceptance of all Improvements and receipt of the guarantee bond and all required fees.

IV. MISCELLANEOUS PROVISIONS.

- A. Developer shall use a contractor previously approved by the Town for construction of the particular type of Improvements. Payment to the contractor shall be the Developer's responsibility. The Town may suspend or cancel construction when the contractor does not progress in a reasonable manner, and/or the construction method or materials supplied are less than the standard set forth in the Town Standards. The type and quantity of material testing will be determined by the Town and Town Engineer during construction, as described in the Town Standards. Testing costs shall be the responsibility of the Developer.
- B. Developer shall require its contractor to obtain the latest version of the Town Standards. The contractor shall have a copy of this manual, in addition to Construction Plans, and other pertinent construction information at the construction site until completion of construction.
- C. The Developer shall be responsible for all costs associated with construction above and beyond the estimated preconstruction costs which the Town deems necessary to meet current Town construction requirements.

- D. Developer acknowledges that work completed by its contractor subsequent to a stop work order may not be accepted for final dedication by the Town unless the Town determines, in its discretion, to do so. In the event work completed by the Developer's contractor subsequent to the issuance of a stop work order is included in a completed system, such system will not be connected to the Town system unless the Town, in its sole discretion, decides to connect such system.
- B. Developer acknowledges that all snow removal, refuse collection and disposal are the sole responsibility of the Developer until such time as the streets on the Subject Property are accepted by the Town.
- F. Developer agrees that, notwithstanding written acceptance of Improvements by the Town, Developer shall be responsible for repairs, maintenance and/or deficiencies which are required, discovered, or determined to be required, for a period of two years after the date of acceptance by the Town.
- G. Developer agrees that the Town will not accept or activate any utility which has not been constructed in accordance with the Town Standards.
- H. Developer agrees that in case of a conflict or discrepancy between Construction Plans and applicable Town Standards, the Town reserves the right to issue instructions to the contractor, as deemed necessary to assure compliance with the Town Standards. The Developer shall be responsible for any change in cost associated with achieving compliance with the Town Standards.
- I. As used in this Agreement and those which may follow herefrom, the terms, "bond" and "letter of credit" shall be understood to include alternative means or vehicles by which Developer may post security as may be approved by the Town.

J. This Agreement is, and shall be, binding upon the Developer, its successors and assigns, and is intended to burden and run with the land upon which the Subject Property is located. This Agreement contains the entire agreement between the Parties and may not be modified, amended or terminated except by a written agreement specifically referring to this Agreement and signed by the Parties prior to the effective date of any such modification, amendment or termination. The recitals set forth above on pages 1 and 2 are incorporated herein and made a part of this Agreement.

[signature pages follow]

	DEVELOPER:
ATTEST:	BY: Wind Way Farm, Inc. of tres
	BY:
	BY:
	TOWN:
ATTEST:	MAYOR AND COUNCIL OF BERLIN, a municipal corporation of the State of Maryland
	BY:

STATE OF MARYLAND, COUNTY OF WORCESTER I hereby certify that on this _____ day of _____, 20___, before me, the undersigned officer, personally appeared, ______ and on his/her behalf did acknowledge the foregoing instrument to be the act and deed of As witness, I set my hand and official seal. (SEAL) Notary Public My commission expires: STATE OF MARYLAND, COUNTY OF WORCESTER I hereby certify that on this _____ day of ______ 20___, before me, the officer, personally appeared, undersigned _of the Town of Berlin, a municipal corporation of the State of Maryland, and on his/her behalf did acknowledge the foregoing instrument to be the act and deed of said corporation. As witness, I set my hand and official seal.

My commission expires:

(SEAL)

Notary Public

TOWN ADMINISTRATOR'S REPORT 7-25-11

Purchase Orders

PO# 2011002328 in the amount of \$4,032.00 to Intercostal Trading for soda ash.

PO# 201200207 in the amount of \$16,675.45 to Pittsville Motors for 2011 F150. This is a replacement for Vehicle #25 at the Electric department.

PO# 201200209 in the amount of \$15,600.00 to Whaley Sign Company for billboard rental from August 2011 to July 2012.

PO# 201200168 in the amount of \$26,160.00 to Pep-Up for ultra low sulfur fuel oil for power plant.

PO# 201200169 in the amount of \$7,200.00 to Berlin LLC for rental of CSAFE and CTESS offices.

PO# 201200231 in the amount of \$24,624.00 to Pep-UP for ultra low sulfur fuel oil for power plant.

PO# 201200244 in the amount of \$10,000.00 to City of Manassas for Hubbel Coupler Radar System, volt generator and trailer.

Updates

MINUTES – PARKS COMMISSION June 8, 2011

A meeting of the Berlin Parks Commission was held on Wednesday, June 8, 2011 at 5:30 PM (rescheduled from June 1). Board members Loretta Brown-Briddell, Patricia Dufendach, Bruce Hyder and Mike Wiley were present as well as Deputy Town Administrator Mary Bohlen. Debbi Colley of Grow Berlin Green and Stefanie Gordy of Worcester Youth & Family Counseling Services were also present.

The Minutes of May 4, 2011 were reviewed. Ms. Dufendach moved to approve the Minutes as written and approval was unanimous.

The Board discussed the Nature Trail signage. Ms. Dufendach indicated that she had obtained a verbal quote from Sun Signs to provide and install the signs and Ms. Bohlen indicated that she would email Mr. Lane to get a confirmation of the prices. Ms. Dufendach reviewed the Watershed Map sign and made several suggestions for changes. Ms. Brown-Burrell moved to approve the changes as presented and approval was unanimous. Ms. Bohlen noted that the picnic tables had been put in, but that Public Works was still waiting for trash cans and to install the grill. Discussion followed regarding the location of the picnic tables. Several options were discussed and Ms. Bohlen indicated that she would discuss this with the Director of Public Works.

Ms. Bohlen also addressed the issue of the heavy vegetation in the pond. Discussion followed and Ms. Bohlen indicated she would discuss this further with the Director of Public Works.

Ms. Colley informed the Board that she had been approached by a local Girl Scout representative who had inquired about having scouts water the landscape areas at Stephen Decatur Park. She had also requested permission to harvest herbs. Without formal motion or vote, consensus was to welcome the scouts to help with the watering, but not to allow them to pick the herbs as they did not want to encourage this.

Ms. Gordy provided an update on the Youth Program, describing the planned activities and locations. Lengthy discussion followed. She also indicated that she had continued to look into "Movie Night", but had received negative responses from both Ocean City and Worcester County in using their equipment. She had gotten information on a company to contact, however.

Ms. Colley asked about getting the Mayor & Council to assist with volunteer recruitment for weeding and watering at all three parks. Ms. Dufendach suggested that Ms. Colley attend a Council Meeting and use the public discussion time to put out an appeal. Discussion continued. Ms. Bohlen indicated that she would send out an email to the volunteers list.

Ms. Colley also noted that Backyard Habitat tours were being planned for September and that the Lower Shore Land Trust was seeking a Volunteer Coordinator.

Ms. Bohlen asked Commission Members to give some thought to what they would like to see on the Parks webpage(s).

Ms. Dufendach showed the Board a souvenir she had recently gotten which was a handkerchief with information about trees and discussed various ideas for a similar item.

The Meeting adjourned at approximately 7:00 PM.

Respectfully Submitted,

Mary T. Bohlen Deputy Town Administrator Liaison to the Parks Commission